



## THE **BLU** MARKET

400 Broome Street  
11th Floor  
SoHo, NY 10013  
Tel: 212. 219. 3800

This Joint Venture Agreement is made on the 22<sup>nd</sup> Day of July, 2014 between 2 parties: Steven Forkosh ("BLU Market") & Nathaniel Co and Jasper Pangilinan ("Nate and Jasper").

1. "Nate and Jasper" will license out proprietary software, this consists of offers which are updated regularly, a content locker and a widget is set up to monetize via link on network.

The Blu Market is a social marketing firm that will generate revenue through its affiliates on the newly created "BLU market" ad network which will contain an exclusive right to market on Instagram. This partnership will be formed under a new company named Blu Market Network LLC DBA BLU market.

All individuals directly or indirectly connected within this partnership will not compete or disclose strategies regarding the business conducted within BLU Market Network.

All revenue or traffic from Instagram must go through the BLU market ad network.

2. Blu Market will have exclusivity to and on Instagram. "Nate and Jasper" understand and agree that no members of the partnership shall compete and conduct or create a similar affiliate ad network which is used to advertise and or monetize on Instagram. "Nate and Jasper" is still able to monetize Instagram internally but not through affiliates.

In the case of violation of these terms, violators shall wave all rights in a pursuit for injunctive relief from either party. These terms of this agreement shall survive termination of this agreement for a period of 180 days.

Any termination is subject to written consent of all parties although if a violation of term is broken, separation or termination can be subject to a third

Initials: JP

Initials: NC

Initials: SA

party in mediation to coordinate and apply all rights under this agreement on behalf of either party.

All internal Instagram traffic from Blu / "Nate and Jasper" will be split 50/50 between both parties

3. Profits and expenses;

All profits generated from the Blu market ad Network will be distributed 50/50 between "Nate and Jasper" and Blu Market on a monthly basis. A reserve ratio of 10% will be kept in the bank. This reserve may only be distributed to the partners upon unanimous consent in agreement from both parties.

Parties expenses are held solely responsible by each party and shall not be deducted or applied towards the profit.

BLU is solely responsible for its own marketing expenses and server expenses to host the technology provided by "Nate and Jasper".

"Nate and Jasper" are solely responsible for managing and its own expenses to create the technology available for BLU.

This may be modified upon written consent by both parties.

4. Both parties need to agree with written consent before major decisions are made.

One account will be made to collect revenue generated from affiliates. The same account will also be used to distribute affiliate costs.

Net profits will be distributed accordingly based on the operating agreement distribution of profit terms.

6. Blu Market is responsible for managing the day to day marketing operations in Blu Network. "Nate and Jasper" is solely for licensing and maintaining its proprietary technology for Blu Network

7. Payment from app installs will be made to Blu Network then BLU will be

Initials: JP

Initials: NC

Initials: AB

paying its affiliates on a biweekly net 14 basis. Some affiliates will be paid on a case by case basis.


8. All debits greater than \$2,000 must have unanimous approval from "Nate and Jasper" and Steven Forkosh. Pursuant to a weekly payout log sheet which must be initialed and approved weekly by at least one member from each party.

Initials: JP

Initials: NC

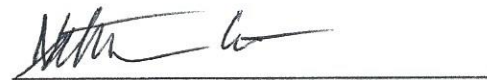
Initials: AF

**SIGNATURES OF JOINT VENTURE PARTIES**

  
Steven Forkosh

7.22.14

---

Date  
Nathaniel Co

7/22/14

---

Date  
Jasper Pangilinan

7/22/14

---

Date